

1 The Motion of Plaintiff Lawrence Bradford (“Plaintiff”), individually and on
2 behalf of the Class, for final approval of the class action settlement (“Settlement”)
3 reached with Defendants Anthem, Inc. and Anthem UM Services, Inc. and their
4 Affiliates¹ (collectively, “Anthem”) in this lawsuit (the “Litigation”) came on for
5 hearing before this Court on May 17, 2019. Plaintiff and Anthem are collectively
6 referred to herein as the “Parties.” Junga P. Kim appeared as attorney for Anthem, and
7 Robert S. Gianelli and Adrian J. Barrio appeared as attorneys for Plaintiff and the
8 Class. After considering the Settlement, the moving papers, arguments of counsel, and
9 all other matters presented to the Court it is hereby ORDERED, ADJUDGED, AND
10 DECREED, as follows:

11 1. The Motion for Final Approval of Class Action Settlement is hereby
12 GRANTED.

13 2. This Final Order Approving Class Action Settlement and Judgment (“Final
14 Order and Judgment”) incorporates and makes part hereof: (a) the Parties’ Agreement
15 filed on January 25, 2019, including Exhibits A to F [Dkt. No. 41] (collectively, the
16 “Agreement”); and (b) the Court’s findings and conclusions contained in its Order
17 Granting Motion for Preliminary Approval of Class Action Settlement [Dkt. No. 42]
18 (the “Preliminary Approval Order”). All defined terms in this Final Order and
19 Judgment shall have the same meanings as in the Agreement.

20 3. All preliminary findings and conclusions in the Court’s Preliminary
21 Approval Order are hereby made final.

22 4. The Court has personal jurisdiction over all members of the Class. The
23 Court has subject matter jurisdiction over the claims asserted in this Litigation to
24 approve the Settlement, the Agreement and all exhibits attached thereto. Venue is

25 ¹ An Affiliate is any corporation or other legal entity owned or controlled, either
26 directly or indirectly through parent or subsidiary corporations, by Anthem, Inc. and/or
27 Anthem UM Services, Inc., or under common control with Anthem, Inc. and/or Anthem
28 UM Services, Inc. Affiliates also include Blue Cross of California and Anthem Blue
Cross Life and Health Insurance Company, as well as any corporation or other legal
entity owned or controlled, directly or indirectly, by WellPoint Health Networks, Inc. or
any of its predecessors or successors-in-interest.

1 proper. The Agreement and Settlement are fair, reasonable and adequate, and consistent
2 and in compliance with the applicable provisions of the United States Constitution, its
3 Amendments, and the Federal Rules of Civil Procedure, as to, and in the best interests
4 of, the Class. The Court also finds that the Settlement resulted from an arms-length
5 mediation session and was concluded only after Plaintiff and Anthem conducted their
6 own investigations and evaluations of the factual and legal issues raised by Plaintiff's
7 claims, as well as Anthem's defenses. No objections have been made to the Settlement
8 by any member of the Class. Accordingly, the Agreement and the Settlement are hereby
9 finally approved.

10 5. The Class, as defined in paragraph 8(b) of the Agreement, is
11 finally certified for settlement purposes.

12 6. The Court hereby directs the Parties and their counsel to implement and
13 consummate the Agreement according to its terms and provisions.

14 7. The notice requirement was satisfied in that the Class Administrator sent
15 the Notice of Proposed Settlement of Class Action and Final Approval Hearing,
16 attached to the Agreement as Exhibit A ("Notice"), to each Class Member, no later than
17 28 days after entry of the Preliminary Approval Order, via U.S.P.S. Priority Mail with
18 the required court-ordered language on the front and back of each envelope
19 ("IMPORTANT CLASS ACTION SETTLEMENT NOTICE RE ANTHEM'S
20 DENIAL OF YOUR CLAIM FOR SERVICE"). The Notices were sent to each Class
21 Member's last known address, and where necessary, further steps were taken in
22 accordance with the Agreement to obtain updated addresses when the mail was returned
23 as undelivered and to re-send the Notice. Class Members had the opportunity to object
24 to the Settlement and the Agreement, or to exclude themselves from the Class, and they
25 were informed of the date, time, and location of the Final Approval Hearing and had the
26 opportunity to appear at the Final Approval Hearing. These procedures afforded
27 protections to persons in the Class and provide the basis for the Court to make an
28 informed decision on approval of the Settlement based on the responses of Class

1 Members.

2 8. The Notice and all other instruments provided to the Class Members:

3 (a) constituted the best practicable notice under the circumstances;

4 (b) constituted notice that was reasonably calculated to apprise Class
5 Members of the pendency of the Litigation, their right to object to or exclude
6 themselves from the proposed Settlement and to appear at the Final Approval Hearing;

7 (c) was reasonable and constituted due, adequate, and sufficient notice
8 to all persons entitled to receive notice; and

9 (d) met all applicable requirements of the Federal Rules of Civil
10 Procedure, the United States Constitution, and its Amendments, including the Due
11 Process Clause.

12 9. Class Counsel and Plaintiff adequately represented the Class for purposes
13 of entering into and implementing the Settlement.

14 10. Only one person has requested exclusion from the Class. A list showing
15 the Class Member who has requested exclusion from the Class in accordance with the
16 terms of the Agreement and the Preliminary Approval Order has been filed with the
17 Court, is attached to this Order as Exhibit A, and is hereby approved. The identified
18 individual is hereby excluded from the Class. The Court finds that Exhibit A is a
19 complete list of all Class Members who have timely requested exclusion from the
20 Class, and accordingly, such Class Member shall not be bound by this Final Order and
21 Judgment or the Agreement.

22 11. Class Counsel are hereby awarded attorneys' fees and costs in the amount
23 of \$474,510.45 ("Class Counsel Payment"). This amount covers any and all claims for
24 attorneys' fees, expenses, and costs incurred by any and all Class Counsel in connection
25 with the Settlement of the Litigation and the administration of such Settlement. Class
26 Counsel Payment shall be provided by Anthem to Gianelli & Morris in accordance with
27 Paragraph 16 of the Agreement.

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1 12. As an incentive award for participation as the Class Representative in the
2 Action, the Court awards \$15,000.00 to Plaintiff Lawrence Bradford. Anthem shall pay
3 the incentive award in addition to any benefits that Plaintiff is entitled to receive as a
4 Class Member. Anthem shall pay the incentive award in accordance with Paragraph 16
5 of the Agreement.

6 13. The release of claims set forth in the Agreement in Paragraphs 12 and 13 is
7 incorporated herein and effective as of the date of this Final Order and Judgment, and
8 forever discharges the Released Parties from any claims or liabilities arising from or
9 related to the Released Claims.

10 14. Without affecting the finality of this Final Order and Judgment for
11 purposes of appeal, the Court shall retain jurisdiction as to all matters relating to
12 administration, consummation, enforcement, and interpretation of the Agreement and
13 this Order, and for any other necessary purpose; *provided, however*, that nothing in this
14 paragraph shall restrict the ability of the Parties to exercise their rights under
15 Paragraphs 17, 18, and 19 of this Final Order and Judgment. The Parties submit to the
16 jurisdiction of the Court for purposes of administration, construction, consummation,
17 enforcement, and interpretation of the Agreement and the Settlement.

18 15. The Agreement is binding on, and has *res judicata* and preclusive effect in,
19 all pending and future lawsuits or other proceedings maintained by or on behalf of
20 Plaintiff and any other Class Members, as well as their Related Parties that allege
21 Released Claims, as defined in the Agreement.

22 16. Neither this Final Order and Judgment, nor the Agreement, nor any other
23 document referred to herein or therein, nor any action taken to carry out this Final
24 Order and Judgment or the Agreement is, may be construed as, or may be used as an
25 admission or concession by or against Anthem of the validity of any claim or any actual
26 or potential fault, wrongdoing or liability whatsoever. Entering into or carrying out the
27 Agreement, and any negotiations or proceedings relating to it, shall not in any event be
28 construed as, or deemed evidence of, an admission or concession as to Plaintiff's claims

1 or Anthem's denials or defenses, and shall not be offered or received in evidence in any
2 action or proceeding against any party hereto in any court, administrative agency or
3 other tribunal for any purpose whatsoever, except as evidence of the Settlement or to
4 enforce the provisions of this Final Order and Judgment or the Agreement; provided,
5 however, that this Final Order and Judgment and the Agreement may be filed in any
6 action against or by Anthem or the Class Members to support a defense of *res judicata*,
7 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction,
8 full faith and credit, or any other theory of claim preclusion, issue preclusion or similar
9 defense or counterclaim to the extent allowed by law.

10 17. The Parties are authorized, without further approval from the Court, to
11 agree to and adopt such non-substantive amendments, modifications, or expansions of
12 the Agreement and all exhibits attached thereto that are consistent with this Final Order
13 and Judgment, and do not limit the rights of Class Members under the Agreement. Any
14 substantive amendments, modifications, or expansions of the Agreement and the
15 exhibits attached thereto shall require prior approval by the Court.

16 18. Any work product retained by Plaintiff or Class Counsel that is based on or
17 incorporates information designated as Confidential Material pursuant to the terms of
18 the Protective Order previously entered in this case and provided by Anthem shall be
19 deemed Confidential Material pursuant to the terms of the Protective Order, and the
20 disclosure or use of such materials shall be subject to the same restrictions as
21 Confidential Materials pursuant to the terms of the Protective Order previously entered
22 in this case.


23 19. Each and every Class Member who has not been excluded from the
24 Settlement, and their Related Parties are forever barred and enjoined from commencing,
25 instituting, or continuing to prosecute any action or proceeding in any court of law or
26 equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting
27 any of the Released Claims against any of the Released Parties, except for claims to
28 enforce the Settlement.

1 20. Section 1715(b) of the Class Action Fairness Act of 2005 requires a
2 settling defendant to “serve upon the appropriate State official of each State in which a
3 class member resides and the appropriate Federal official” a specified group of
4 documents describing the settlement. Pursuant to section 1715(d), final approval
5 cannot be issued earlier than 90 days after notice is given under section 1715(b).
6 Anthem served the necessary documents upon the appropriate officials on December 6,
7 2018. This order is signed more than 90 days after Anthem served the documents. The
8 Court therefore finds that Anthem is in full compliance with the Class Action Fairness
9 Act, 28 U.S.C. section 1715.

10 21. There being no just reason for delay, the Court, in the interests of justice,
11 expressly directs the Clerk of the Court to enter this Final Order and Judgment, and
12 hereby decrees that, upon entry, it be deemed a final judgment.

13
14 IT IS SO ORDERED.

15
16 DATED: May 21, 2019

By: 

Judge André Birotte Jr.
United States District Court

EXHIBIT A

LAWRENCE BRADFORD V. ANTHEM, INC., et al, 17-05098 AB (KSx)
EXCLUSION REQUESTS / OPT-OUTS

NO.	FIRST NAME	LAST NAME
1	JAMES BRADLEY	BARTON